



**RESOLUTION**  
**(35 - 2016)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR AUDITING SERVICES**

**WHEREAS,** The City of Fairview is required by Oregon state law to have an annual audit performed on the City's financials; and

**WHEREAS,** In order to comply with Oregon law, The City must submit independently audited financial reports annually to the Oregon Secretary of State Division of Audits; and

**WHEREAS,** The City issued a Request for Proposal for Professional Auditing Services; and

**WHEREAS,** Submitted proposals were scored and top candidates were interviewed by the City of Fairview Audit Committee on June 29, 2016; and


**WHEREAS,** The Audit Committee reached a consensus to recommend pursuit of a contract with the auditing firm of Dickey and Tremper, LLP.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:**

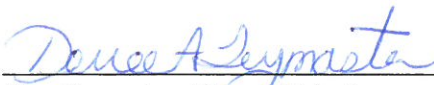
**Section 1**      The City Council hereby authorizes the City Administrator to enter into a contract for auditing services with Dickey and Tremper, LLP, substantially in the form attached hereto as Exhibit A, encompassing auditing services for Fiscal Years 2016 – 2018.

**Section 2**      This resolution is and shall be effective from and after the day of its passage.

Resolution adopted by the City Council of the City of Fairview, this 20th day of July, 2016.

  
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Mayor, City of Fairview  
Ted Tosterud

ATTEST

  
\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

7-22-16  
\_\_\_\_\_  
Date

## **CONTRACT AND AGREEMENT FOR AUDIT**

THIS CONTRACT, made on this 13<sup>th</sup> day of July 2016, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.740 between Dickey and Tremper, LLP, of Pendleton, Oregon, and the City of Fairview, Oregon, provides as follows:

1. It hereby is agreed that Dickey and Tremper, LLP shall conduct an audit of the accounts and fiscal affairs of the City of Fairview, Oregon for the years ended June 30, 2016, 2017, and 2018, with an optional renewal clause for the years ended June 30, 2019 and 2020, in accordance with the Minimum Standards for Audits of Municipal corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statement of the City of Fairview, Oregon, and to determine if the City of Fairview has complied substantially with appropriate legal provisions.
2. Dickey and Tremper, LLP agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.
3. It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Dickey and Tremper, LLP are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the City of Fairview, who shall instruct in writing Dickey and Tremper, LLP concerning such additional services.
4. The audit shall be started as soon after this contract is executed as is agreeable to the Parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than December 31<sup>st</sup>, of each year under contract. Copies of such report shall be delivered to the City of Fairview, and its form and content shall be in accordance with, and not less than, that required by the Minimum Standards for Audits of Oregon Municipal Corporations and, if applicable, the

standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance.

5. It is understood and agreed that the City of Fairview is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Dickey and Tremper, LLP shall draft such financial statements for the City of Fairview. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth in Paragraph 7 below.
6. We would expect to continue our services for the arrangements discussed above, unless for some reason, you or we find that some change is necessary. It is understood that either party may cancel this contract by giving notice, in writing, to the other party at least ninety days prior to June 30, of each year.
7. In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the City of Fairview, hereby agrees to pay Dickey and Tremper, LLP a stated fee, the details, of which, are included in a separate engagement letter. We expect no bookkeeping services will be required, but if found to be necessary or if any substantial changes are made in the accounting system, City operations, funding sources affecting audit requirements, or scope of our original engagement, we would meet with you to determine the effect on the year's fees, prior to the beginning of our field work, or soon after point of discovery. Billings will be rendered monthly, as the work progresses, with payment to be made upon presentation, and will be subject to a late payment fee of 1 1/2% (18% APR) on unpaid balances after 30 days. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full.

The City of Fairview hereby affirms that proper provision for the payment of such fee has been, or will be, duly made and that funds for the payment thereof are, or will be, made legally available.

Dickey and Tremper, LLP

City of Fairview  
Fairview, Oregon

By: Robert Tremper, CPA

Robert Tremper, CPA, CVA  
Licensed Municipal Auditor

By: \_\_\_\_\_

Title: \_\_\_\_\_

